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make a particular disposition of it, or to hold it upon a particular trust, there seems to be no good reason (especially in the absence of the seventh section of the statute of frauds) why the contract is not enforceable, in order to prevent a gross fraud. This seems to have been Judge Staples' view, in the case referred to. There is no difference, in principle, between a devise and a conveyance *inter vivos* in such case. The statute requires either to be in writing. To take an illustration drawn from a recent episode in public life: When Admiral Dewey and wife conveyed his residence to a third person, upon a parol agreement by the latter that he would convey it to Mrs. Dewey (the approved common law method of conveyance from husband to wife), it is not possible that a court of equity would have declined to specifically enforce the agreement by compelling the intermediary to convey accordingly—in other words, the estate in the hands of the intermediary would have been affected by a parol trust. If this be true, it is difficult to distinguish this case from *Sprinkle v. Hayworth* (*supra*).

The case of *Hancock v. Talley*, decided by the Special Court of Appeals of Virginia, and reported in 5 Va. L. J. 594, will be found of interest in this connection.

JUDGMENTS—PROCESS—SERVICE ON WRONG PERSON.—Plaintiff brought an action to enforce a stockholder's liability, against "John Lynch." Process was personally served on "John M. Lynch," a different person, against whom plaintiff had no claim. The latter failed to appear, and there was a judgment by default against "John Lynch." *Held*, That the judgment was a valid judgment against "John M. Lynch," on whom process was served.

"The appellant's first claim," says the court, "is that the service of the summons and the judgment are absolutely void as to him because he is not the John Lynch named in the summons and complaint as defendant. The John Lynch named in the action as defendant is admittedly the person who is charged in the complaint with the ownership of six shares of the stock of the bank. Whether the appellant is that person is the very issue which he tendered by his answer. The summons was personally served upon him, and he was thereby advised that the plaintiff claimed that he was the John Lynch who owned the stock, as charged in the complaint, and he was thereby called upon to come into court and meet the issue. He made default, and the court by its judgment necessarily determined the issue against him. He now asks the court to relieve him of his default, and permit him to answer and meet the proposed issue—a proceeding wholly illogical and inconsistent if the judgment is void. The judgment was neither void nor irregular. *Gorman's Case*, 124 Mass. 190. The cases cited and relied upon by the appellant are not in point, for they are cases where the name of the person upon whom the process was served and the name of the defendant therein were not the same—for example, where a summons against John Brown was served on John Smith. Whether the cases cited state the law correctly, we need not stop to inquire, for they are radically different in their facts from this case. The summons in this case named John Lynch as the defendant, and it was personally served on John M. Lynch, the appellant. The omission of the middle initial letter in the name was immaterial. He had no right to assume that some other John Lynch was intended, and it was his own fault that he did not come into court in answer to the summons, and contest the allegations of the complaint that he was a stockholder—a question upon which his identity depended."